

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11
:
Old Carco LLC (f/k/a Chrysler LLC), *et al.*,¹ : Case No. 09-50002 (AJG)
:
Debtors. : (Jointly Administered)
:
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**NOTICE OF (I) ASSUMPTION BY DEBTORS AND ASSIGNMENT
TO PURCHASER OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES AND (II) CURE COSTS RELATED THERETO**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On May 3, 2009, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed a motion (the “Sale Motion”)² with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) seeking, among other things, (a) authority to sell substantially all of the Debtors’ assets free and clear of all liens, claims and encumbrances; (b) approval of certain procedures (the “Bidding Procedures”) for the solicitation of bids with respect to the Sale Transaction (as defined in the Bidding Procedures); (c) authority to assume and assign certain executory contracts and unexpired leases in connection with the Sale Transaction; (d) approval of that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America to be executed at the closing of the Sale Transaction and (e) scheduling of a final hearing with the Bankruptcy Court for approval of the Sale Transaction. On May 31, 2009, the Bankruptcy Court granted the Sale Motion. The Sale Transaction closed on June 10, 2009.

2. Old Carco LLC, formerly Chrysler LLC, and its Debtor subsidiaries; Fiat S.p.A (“Fiat”); and Chrysler Group LLC, formerly New CarCo Acquisition LLC, a Delaware limited liability company formed by Fiat (the “Purchaser”), have entered into a Master Transaction Agreement, as amended, dated as of April 30, 2009 (the “Purchase Agreement”), which, together with certain ancillary agreements, contemplates a set of related transactions for the sale of substantially all of the Debtors’ tangible, intangible and operating assets, defined as

¹ A second amended list of the Debtors, their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at www.chryslerrestructuring.com.

² Copies of the Sale Motion and the Purchase Agreement (without certain commercially sensitive attachments) may be obtained by accessing the website established by the Debtors’ claims and noticing agent, Epiq Bankruptcy Solutions, LLC at www.chryslerrestructuring.com.

“Purchased Assets” in Section 2.06 of the Purchase Agreement, including the Designated Agreements (as defined below), the assets related to the research, design, manufacturing, production, assembly and distribution of passenger cars, trucks and other vehicles (including prototypes) under brand names that include Chrysler, Jeep® and Dodge (the “CarCo Business”), certain of the facilities related thereto and all rights including intellectual property rights, trade secrets, customer lists, domain names, books and records, software and other assets used in or necessary to the operation of the CarCo Business or related thereto (collectively, as defined in the Purchase Agreement, the “Purchased Assets”) to the Purchaser.

3. By notices dated May 14 and 22 and July 9 and 10, 2009 (each, an “Assignment Notice”), the Debtors informed certain non-Debtor counterparties to Designated Agreements (as defined below) (each, a “Non-Debtor Counterparty”) of their intent to assume and assign to the Purchaser certain executory contracts and/or unexpired leases. Each Assignment Notice contained an exhibit or annex identifying certain executory contracts and/or unexpired leases that the Debtors intended to assume and assign to the Purchaser (collectively, the “Designated Agreements” and each, a “Designated Agreement”), pursuant to section 365 of title 11 of the United States Code (the “Bankruptcy Code”). The exhibit or annex attached to the Assignment Notice also listed the amounts that the Debtors believed must be paid to cure all prepetition defaults under the Designated Agreements as of April 30, 2009, in accordance with section 365(b) of the Bankruptcy Code; provided, however, that such amount that must be paid to cure all prepetition defaults has, in some instances, been agreed in a writing signed by Debtor and the Non-Debtor Counterparty to be either higher or lower than the amount indicated in the Assignment Notice (such writing, a “Cure Agreement”, and such amounts, as modified by any Cure Agreement, the “Cure Costs”).

4. The Assignment Notice stated that objections, if any, to the proposed assumption and assignment of the Designated Agreements, including, but not limited to, objections related to adequate assurance of future performance, or objections relating to whether applicable law excuses the Non-Debtor Counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code, or objections to the proposed Cure Costs (each such objection, a “Section 365 Objection”), must be made in writing and filed with the Bankruptcy Court so as to be received no later than ten days after the date of the Assignment Notice (the “Section 365 Objection Deadline”) by the Bankruptcy Court and other specifically identified parties. The Assignment Notice also stated that unless a Section 365 Objection was filed and served before the Section 365 Objection Deadline, all parties would be deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements, and any non-objecting party would be forever barred from objecting to the Cure Costs or to assumption and assignment and from asserting any additional cure or other amounts against the Debtors, their estates or the Purchaser. Furthermore, the Assignment Notice stated that if the Non-Debtor Counterparty to a Designated Agreement failed to timely assert a Section 365 Objection, such Designated Agreement would be deemed to be assumed by the Debtors and assigned to the Purchaser and the proposed Cure Cost related to such Designated Agreement would be established and approved in all respects. Notwithstanding anything to the contrary in this notice, to the extent the Section 365 Objection Deadline has not passed for any Designated Agreement (including, but not limited to, cases where such deadline has been extended by written agreement of the Debtors and the Non-Debtor Counterparty), until the Section 365 Objection Deadline has passed, the Non-Debtor Counterparty to such Designated

Agreement is not deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements and the proposed Cure Cost related to such Designated Agreement will not be established and approved in all respects. In addition, and for the avoidance of doubt, to the extent a Non-Debtor Counterparty has made a timely filed Section 365 Objection to the Cure Costs or the accuracy of the information provided in the Assignment Notice pending on the date hereof, such objection is preserved pending resolution by Cure Agreement or order of the Court.

5. The Designated Agreements identified in Exhibits A through D hereto (as modified by the Addenda thereto) (the “Exhibits”) are hereby assumed by the Debtors and assigned to the Purchaser, and the Cure Costs listed in the Exhibits related to such Designated Agreements are established and approved in all respects, subject only to the conditions set forth in paragraph 6 hereof. The Cure Costs listed in the Exhibits may reflect Cure Costs agreed to in the Cure Agreements, as applicable. Such Designated Agreements are hereby deemed to be Confirmed Agreements as that term is defined in the Assignment Notice.

6. If the Cure Costs related to a Designated Agreement are established by the Court or a Cure Agreement in an amount different than the amount specified in the Exhibits, such Designated Agreement shall remain a Confirmed Agreement and each of the Non-Debtor Counterparty and, so long as the Non-Debtor Counterparty is performing under the Confirmed Agreement, the Purchaser shall be bound by the established Cure Costs. The Cure Costs established by the Court or a Cure Agreement shall govern such Confirmed Agreement without the need to amend the Exhibits hereto.

7. Subject to the conditions set forth herein, having been assumed and assigned as a Confirmed Agreement, a Designated Agreement is not subject to rejection under section 365 of the Bankruptcy Code.

8. Except as may have otherwise been agreed to in a Cure Agreement, the defaults under the Designated Agreements that must be cured in accordance with section 365(b) of the Bankruptcy Code shall be cured as follows: the Purchaser shall pay the Cure Costs relating to an assumed executory contract or unexpired lease as soon as practicable (and in any event not later than ten days after the date hereof), provided, however, that Purchaser shall pay Disputed Cure Costs (as defined in the Bidding Procedures) as soon as practicable following (and in any event not later than 10 days after) the date the amount thereof is finally determined. Such Cure Cost shall be reduced by the aggregate amount of any payments made to the Non-Debtor Counterparty by the Debtors pursuant to any order of the Bankruptcy Court authorizing the payment of prepetition claims against the Debtors.

9. The assumption and assignment of any Designated Agreement is without prejudice to Purchaser's right not to confirm any other Designated Agreement in the future, whether or not related or similar to a Designated Agreement that is assumed and assigned by this notice.

Dated: July 10, 2009
New York, New York

Respectfully submitted,

/s/ Andrew G. Dietderich
Andrew G. Dietderich
Hydee R. Feldstein
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

ATTORNEYS FOR FIAT S.p.A. AND
CHRYSLER GROUP LLC

Exhibit A

[Schedule of Certain Confirmed Dealer Agreements and Cure Costs Related Thereto]

EXHIBIT A

DEALER NAME	MAJORITY OWNER	DEALER ADDRESS	DEALER CODE	LINES	CURE AMOUNT
BEACON-FL, LLC	WALTER H RITTER	DBA POTAMKIN'S PLANET DODGE CHRYSLER 9975 NW 12TH STREET MIAMI, FL 33172	67962	DTCJ	\$0.00
NORTHWEST AUTOMOTIVE LLC	GEORGE PSIHOGIOS	DBA TROPICAL CHRYSLER JEEP 8910 N.E. 6TH AVE MIAMI, FL 33183-3343	26732	JC	\$0.00
POTAMKIN CHRYSLER PLYMOUTH INC	EUGENE L FIORAVANTE	DBA POTAMKIN CHRYSLER PLYMOUTH JEEP 16600 NW 57TH AVE MIAMI, FL 33014-6199	67438	CJ	\$0.00

Designations above for "Lines" refer to the linemakes Chrysler ("C"), Jeep ("J") and Dodge ("D") or Dodge Truck ("T"). Please see attached addendum for important additional information.

ADDENDUM

The executory contracts and unexpired leases identified in Exhibit A are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.³

Certain executory dealer agreements have been identified as Designated Agreements to be assumed and assigned. Although most U.S. dealers have entered into standard uniform dealership agreements in the form of the Chrysler Corporation Sales and Service Agreement (the “Sales and Service Agreement”), some dealers are parties to older agreements in the form of the Chrysler Direct Dealer Agreement (each, a “Direct Dealer Agreement”). If a Direct Dealer Agreement is identified as a Designated Agreement in this Exhibit A, then such Direct Dealer Agreement will only be assumed and assigned to the Purchaser if the counterparty to the Direct Dealer Agreement first agrees to modify such Direct Dealer Agreement and restate it in the form of the Sales and Service Agreement (each such modified and restated Direct Dealer Agreement and each Sales and Service Agreement, a “Dealer Agreement”). If the Non-Debtor Counterparty and the Debtors do not so modify and restate such Direct Dealer Agreement in the form of the Sales and Service Agreement, then notwithstanding any other provisions in the Assignment Notice, this notice or in the Bidding Procedures, such Direct Dealer Agreement and its Ancillary Agreements (as defined below) will not be assumed and assigned as set forth herein.

Consistent with the Bidding Procedures, the Designated Agreements are not listed on an agreement-by-agreement basis. The Purchaser is hereby confirming all of the dealership agreements relating to the dealership locations identified on Exhibit A, including, without limitation, all Sales and Service Agreements and Direct Dealer Agreements for any linemake at the identified dealership location (except as described in the preceding paragraph), and any amendments, modifications, supplements, addenda, restatements or exhibits to those agreements, as well as any ancillary agreements and leases related to such Dealer Agreements at the identified dealership locations (collectively, the “Ancillary Agreements”).

The Ancillary Agreements include, without limitation, software license agreements, data exchange and electronic commerce agreements, real property leases, Five Star dealer license agreements, options, sign leases, dealer improvement agreements, market action agreements, letters of intent and term sales agreements, as well as all site control agreements and similar agreements with Chrysler Realty Company LLC. The identified Cure Costs represents the aggregate Cure Costs for all of these agreements.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Agreements with a Non-Debtor Counterparty. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

³ Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

Exhibit B

[Schedule of Certain Confirmed Dealer Agreements and Cure Costs Related Thereto]

CONTRACT PARTY	ADDRESS	CITY	STATE	ZIP	COUNTRY	CURE AMOUNT
* Endicott Electric Vehicles	1345 S Federal Hwy	Pompano Beach	FL	33062		\$0.00
* Royal Gate Gem	15502 Manchester Rd	Ellisville	MO	63011		\$0.00
* Mike Olson Dodge Inc	1710 S 1st St	Yakima	WA	98901		\$0.00
* HW Hunter, Inc.	1130 Auto Mall Dr	Lancaster	CA	93534		\$0.00
* Neuwirth Motors Inc	219 S College Rd	Wilmington	NC	28403		\$0.00
* Clippinger Chrysler Jeep Dodge	2000 E. Garvey Ave S	West Covina	CA	91791		\$0.00
* Midway Jeep Chrysler	777 Camino Del Rio S	San Diego	CA	92108		\$0.00
* The Horner Group, Llc	12301 W Bell Rd Ste A101	Surprise	AZ	85374		\$0.00
* Allen Motors	19 Manchester Rd	Derry	NH	03038		\$0.00
* Foster Motors Inc	Route 7 South	Middlebury	VT	05753		\$0.00
* Newcastle CPDJ	573 Route 1	Newcastle	ME	04553		\$0.00
* Bill Deluca Chrysler Jeep Inc	108 Bank Rd	Haverhill	MA	01832		\$0.00
* Jolly John Auto City	824 Portland Rd	Saco	ME	04072		\$0.00
* Salvadore Chrysler Plymouth Dodge	442 W Broadway	Gardner	MA	01440		\$0.00
* Stivers Lincoln Mercury	320 Greystone Blvd	Columbia	SC	29210		\$0.00
* Randall Noe Chyrsler Plymouth Dodge, Inc	1608 W Moore Ave	Terrell	TX	75160		\$0.00

CONTRACT PARTY	ADDRESS	CITY	STATE	ZIP	COUNTRY	CURE AMOUNT
* Martin Dodge Jeep	2209 Scottsville Rd	Bowling Green	KY	42104		\$0.00
* Remsen Dodge	3391 HWY 35 N	Hazlet	NJ	07730		\$0.00
* Bill Marine Chrysler Dodge Jeep	1182 W Main St	Wilmington	OH	45177		\$0.00
* Park Chrysler Jeep Inc	1408 W Hwy 13	Burnsville	MN	55337		\$0.00
* West Port Chrysler	Rt 2 BOX 39	Lawrenceville	IL	62439		\$0.00
* Planet Jeep Of Flagstaff	2020 E Route 66	Flagstaff	AZ	86004		\$0.00
* Big Valley Motors	1115 N Chicago	Portales	NM	88130		\$0.00
* Quality Car Company, Inc.	15135 Jackson St	Midway City	CA	92655		\$0.00
* Perkins Motor City Dodge	1205 Motor City Dr	Colorado Springs	CO	80906		\$0.00
* Allen Samuels Dodge - Ft Worth	7740 NE Loop 820	Fort Worth	TX	76180		\$0.00
* Hayes Chrysler Plymouth Inc	719 W Pike St	Lawrenceville	GA	30045		\$0.00
* Hayes Chrysler Dodge Jeep Inc	3115 Frontage Rd	Gainesville	GA	30504		\$0.00
* Buerge Chrysler Jeep	11750 Santa Monica Blvd	West Los Angeles	CA	90025		\$0.00
* Cabral Chrysler Jeep	1115 W Yosemite Ave	Manteca	CA	95337		\$0.00
* Glendale Dodge LLC	1101 S Brand Blvd	Glendale	CA	91204		\$0.00
* Glendora Dodge	931 S Lonehill Ave	Glendora	CA	91740		\$0.00

CONTRACT PARTY	ADDRESS	CITY	STATE	ZIP	COUNTRY	CURE AMOUNT
* McPeek's Dodge of Anaheim	1221 S Auto Center Dr	Anaheim	CA	92806		\$0.00
* Tuttle Click Chrysler-Jeep-Dodge	40 Auto Center Dr	Irvine	CA	92618		\$0.00
* David Ellis Chrysler Plymouth Inc.	21422 Rosco Blvd	Canoga Park	CA	91304		\$0.00
* Auto West Dodge	230 Auto Mall Dr	Roseville	CA	95661		\$0.00
* Action Motors Corporation	74 Newton Road	Danbury	CT	06810		\$0.00
* Orlando Dodge	4101 W Colonial Dr	Orlando	FL	32808		\$0.00
* Resnik Motors Inc	1515 E Broadway	Newton	KS	67114		\$0.00
* Schumacher's Inc	101 St Paul Ave	Linton	ND	58552		\$0.00
* Tanner Chrysler Products, Inc.	85 E Pendleton St	Stanton	KY	40380		\$0.00
* Green Gifford Dodge	2747 N Military Hwy	Norfolk	VA	23518		\$0.00
* Fox Charlevoix	6684 US-31	Charlevoix	MI	49720		\$0.00
* Bob Hoss Dodge Chrysler Jeep, Inc.	6640 State Ave	Kansas City	KS	66102		\$0.00
* Furey's Chrysler Dodge Jeep	206 Carrollton st	Malvern	OH	44644		\$0.00
* Chrysler Dodge of White Oak	1234 Long Run Road	White Oak	PA	15131		\$0.00
* Deur-Speet Motors	33 W Dayton	Fremont	MI	49412		\$0.00
* Schaefer & Bierlein Chrysler Dodge Jeep	1015 Weiss St	Frankenmuth	MI	48734		\$0.00

CONTRACT PARTY	ADDRESS	CITY	STATE	ZIP	COUNTRY	CURE AMOUNT
* Roseville Chrysler	25800 Gratiot Ave	Roseville	MI	48066		\$0.00
* Dick Scott Motor Mall	3030 Fowlerville Rd	Fowlerville	MI	48836		\$0.00
* Windward Dodge Chrysler Jeep	46-177 Kahuhipa St	Kaneohe	HI	96744		\$0.00
* Shelor Motor Mile	2257 Roanoke	Christiansburg	VA	24073		\$0.00
* Mathews Dodge Chrysler Jeep	1866 Marion Waldo Rd	Marion	OH	43302		\$0.00
* Doan Dodge	4477 Ridge Rd West	Greece	NY	14626		\$0.00
* Security Dodge	345 Merrick Rd	Amityville	NY	11701		\$0.00
* Beck Chrysler Dodge Jeep	256 HWY 17 N	Palatka	FL	32177		\$0.00
* Tom Addis Dodge, Inc.	314 W Clayton Ave	Coeur D'Alene	ID	83815		\$0.00
* Egolf Motors, Inc.	401 Duncan Hill Rd	Hendersonville	NC	28792		\$0.00
Butler Chrysler Dodge Jeep	1555 Salem Road	Beaufort	SC	29902		\$0.00
Arrigo Dodge Chrysler Jeep	6500 Okeechobee Blvd	West Palm Beach	FL	33411		\$0.00
Hill Automotive	3013 Hwy CX	Portage	WI	53901		\$0.00
Allen Samuels Katy Dodge	21777 Katy Freeway	Katy	TX	77450		\$0.00
Johnson Auto Plaza, Inc.	12410 E 136th Ave	Brighton	CO	80601		\$0.00
Elk Grove Dodge	8575 Laguna Grove Dr	Elk Grove	CA	95757		\$0.00

CONTRACT PARTY	ADDRESS	CITY	STATE	ZIP	COUNTRY	CURE AMOUNT
Ilderton Dodge Chrysler Jeep	701 S Main Street	High Point	NC	27260		\$0.00
Quality Imports Inc	1006 N Beal Pkwy	Fort Walton Beach	FL	32547		\$0.00
Bud's Chrysler-Dodge-Jeep, Inc.	945 S Main St	Celina	OH	45822		\$0.00
Gulf Atlantic Vehicles, Inc.	3298 Pioneer Trail	New Smyrna Beach	FL	32168		\$0.00
Roberts Jeep	2323 Auburn Way N	Auburn	WA	98002		\$0.00
Bill Bryan Chrysler, Dodge, Jeep, Subaru	3401 US Hwy 441/27	Fruitland Park	FL	34731		\$0.00
AutoPark Chrysler Jeep	400 Auto Park Blvd	Cary	NC	27511		\$0.00
Red Bug Motors LLC	500 Riverview Dr	Jekyll Island	GA	31527		\$0.00
Texas Gemkar, Inc.	290 Tanglewood Dr.	Pottsboro	TX	75076		\$0.00
Ilderton Convesion of Charlotte LLC	5518 Westpark Dr	Charlotte	NC	28224		\$0.00
Sterling Chrysler Dodge Jeep	5504 I-49 North Service Rd	Opelousas	LA	70571		\$0.00
GEM of Marco Island	9 Front Street	Marco Island	FL	34145		\$0.00
Tyler Automotive	1102 S 11th St	Niles	MI	49120		\$0.00
GEM of Fargo	4021 Main Ave	Fargo	ND	58102		\$0.00
Sierra Volkswagen	510 E Norris Dr	Ottawa	IL	61350		\$0.00
Creative Bus Sales - NV	4620 Industry Center Dr	Las Vegas	NV	89115		\$0.00

CONTRACT PARTY	ADDRESS	CITY	STATE	ZIP	COUNTRY	CURE AMOUNT
Creative Bus Sales - CA	1350 Benson Ave	Chino	CA	91710		\$0.00
East Carolina Chrysler Dodge	3401 S Memorial Dr	Greenville	NC	27834		\$0.00
Auto Maxx Inc	5272 N Blackstone Ave	Fresno	CA	93710		\$0.00
Royal Gate Dodge Chrysler Jeep	500 Admiral Wienel Blvd	Columbia	IL	62236		\$0.00
Martin's Garage/Martin's Chrysler Dodge	1422 Main St	Union Grove	WI	53182		\$0.00
Spirit Chrysler	1945 KINGS HWY	SWEDESBORO	NJ	08085		\$0.00
Bay Lincoln Mercury Dodge Hyundai	641 W 15th St	Panama City	FL	32401		\$0.00
Chrysler Jeep Dodge of Rensselaer	1106 N McKinley Ave	Rensselaer	IN	47978		\$0.00
Green Chrysler Dodge Jeep Ford	2104 North Buckeye	Abilene	KS	67410		\$0.00
Highland Golf Cars, Inc.	1260 West North Temple	Salt Lake City	UT	84116		\$0.00
Terry Thompson Chevrolet	1402 US Highway 98	Daphne	AL	36526		\$0.00
Response Vehicle Solutions	12580 Saticoy St	Acton	CA	93510		\$0.00
GEM Cars of Myrtle Beach, LLC	4825 HWY 17 S	Garden City	SC	28576		\$0.00
Crystal Chrysler Jeep Dodge Center	36444 Auto Park Dr	Cathedral City	CA	92234		\$0.00
Divaco Benelux BV	Molenvliet 10, NL-3961 MV WIJK BIJ	MV Duurstede	-	3961	The Netherland	\$0.00
* Geo Europa	Via Per Bulgorello, 20	Vertemate Con Minoprio, Como		-	Italy	\$0.00

CONTRACT PARTY	ADDRESS	CITY	STATE	ZIP	COUNTRY	CURE AMOUNT
* Grupo Electrico Motorizado	Prolongacion Industria Textil No 1, Parque Industrial Naucalpan	Naucalpan Edo De Mexico	-	53489	Mexico	\$0.00
LSV Electric Cars British Columbia	103 2430 King George Hwy	Surrey	BC	V4P 1H5	Canada	\$0.00
Matra Manufacturing & Service	10 Rue George Sand - BP 11	Romorantin	-	41200	France	\$0.00
Rumec Service	Weda Odensala	Marsta	-	SE-195 92	Sweden	\$0.00
Golfejardim LDA	Estrada Da Fonte Santa	Almancil	-	8135	Portugal	\$0.00

ADDENDUM

The executory contracts listed on this Exhibit B are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures Order and the Sale Order.⁴

Consistent with the Bidding Procedures Order, the Purchaser is hereby confirming all of the dealership agreements relating to the dealership locations identified on this Exhibit B (collectively, “Dealer Agreements”). The Dealer Agreements include, without limitation, all Dealer Sales and Service Agreements or Distribution Agreements at the identified dealership location, and any amendments, modifications, supplements, addenda, restatements or exhibits to those agreements.⁵

The identified Cure Costs for each location represent the aggregate Cure Costs for all Dealer Agreements relating to such location.

With respect to each of the listed Dealer Agreements marked with an asterisk (each, a “Specified Agreement”), such Specified Agreement is only assumed and assigned to the Purchaser if the counterparty to the agreement first agrees to the following: (a) for any domestic (U.S.) dealer that executed a Dealer Sales and Service Agreement on or before August 14, 2003, the dealer must agree to modify and restate such agreement consistent with the most current form of Dealer Sales and Service Agreement used by the Debtors and (b) for each identified foreign (non-U.S.) dealer, the dealer must modify and restate its Dealer Agreement in an updated form to be provided. To obtain a copy of the applicable modified and restated agreement, please contact Suzy Rokke at 701.232.2500. Until the counterparty to a Specified Agreement agrees to modify and restate its agreement as described in this paragraph, then notwithstanding any other provisions in the Assignment Notice, the Bidding Procedures Order, the Sale Order or this notice and this Exhibit B, such Specified Agreement will not be deemed to have been assumed and assigned as set forth herein.

⁴ Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

⁵ In addition, with respect to Matra Manufacturing & Service, the Purchaser is also hereby confirming that certain Assembly Licensing Agreement dated on or about November 1, 2007.

Exhibit C

**[Schedule of Certain Confirmed Real Property Agreements
and Cure Costs Related Thereto]**

Debtor as Lessee

	Address	Type of Interest	Type of Property	Lessee	Landlord Notice Address	Cure Amount
1.	1980 High Grove Lane Distribution Center Naperville, Illinois 60540	Leased	Flex	Chrysler Motors LLC	<u>Landlord</u> James Campbell Company, LLC Attn: Executive Vice President, REIM, 425 California Street, Suite 1000, San Francisco, CA 94104 <u>Landlord Notice</u> Colliers Bennett & Kahnweiler Real Estate Management Services Attn: Property Management, 6250 North River Road, Suite 11-100, Rosemont, IL 60018 <u>Managing Agent</u> Colliers Bennett & Kahnweiler Real Estate Management Services 6250 North River Road, Suite 11-100, Rosemont, IL 60018 <u>Payee</u> James Campbell Company, LLC Chicago Industrial Portfolio, 23201 Network Place, Chicago, IL 60673-3201	\$0

ADDENDUM

The executory contracts and unexpired leases identified in Exhibit C are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.⁶

Subject to the terms of the accompanying notice, the Purchaser is hereby confirming the agreements identified on Exhibit C for assumption and assignment. Unless otherwise stated in Exhibit C or an applicable Cure Agreement, Designated Agreements include all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the Cure Costs for each particular Designated Agreement. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

⁶ Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

Exhibit D

[Schedule of Certain Confirmed Dealer Agreements and Cure Costs Related Thereto]

CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	Alberic Chrysler Dodge Plymouth, Inc.	ATTN: ALBERIC COLON JR	KENNEDY AVENUE, HIGHWAY NO. 2, KM. 2.5			PUERTO RICO			Dealer Agreement	\$0.00
Chrysler International Corporation	Bella Retail Group, Inc.	ATTN: CARLOS A LOPEZ-LAY, PRES.	P. O. BOX 8897		SAN JUAN	PUERTO RICO	00910-8897		Dealer Agreement	\$0.00
Chrysler International Corporation	Benitez Group, Inc.	ATTN: PEDRO L. BENITEZ, VP	CARR. 3 KM. 77.2 RIO ABAJO WARD LOTE 4		HUMACAO	PUERTO RICO			Dealer Agreement	\$0.00
Chrysler International Corporation	Berrios Auto Gallery, Inc. dba Berrios Chrysler, Dodge, Jeep de Caguas	PMB 479	Rafael Cordero #200	Suite 140	Caguas	PUERTO RICO	00725		Dealer Agreement	\$0.00
Chrysler International Corporation	Cabrera Grupo Automotriz Corp. d.b.a. Cabrera Chrysler, Dodge, Jeep®	ATTN: PRESIDENT	PO BOX 140400		ARECIBO	PUERTO RICO	00614-0400		Dealer Agreement	\$0.00
Chrysler International Corporation	Caribbean Auto Mart, Inc.	FIRSTBANK PLAZA	SUITE 203	4700 ESTATE CHARLOTTE AMALIE	ST THOMAS			U.S. VIRGIN ISLANDS	Dealer Agreement	\$0.00
Chrysler International Corporation	Chrysler –Dodge-Jeep of St. Croix Ltd	PLOT 1-B AND 1-C	ESTATE BODY SLOP	KINGS QUARTER	ST. CROIX			U S VIRGIN ISLANDS	Dealer Agreement	\$0.00
Chrysler International Corporation	GPH Motor Corporation d/b/a Chrysler 65 de Carolina	ATTN: GERARDO PASCUAL, PRESIDENT	ROAD NO.3, 65TH INFANTRY AVE., KM 11.2	CORNER OF MUNOZ RIVERA AVENUE	CAROLINA	PUERTO RICO			Dealer Agreement	\$0.00
Chrysler International Corporation	HVP Motor Corporation	ATTN: CARLOS VAILLANT, CEO	PO BOX 29477		SAN JUAN	PUERTO RICO	00929-0477		Dealer Agreement	\$0.00
Chrysler International Corporation	PVH Motor Corporation d/b/a Chrysler 65th Infantry	ATTN: GERARDO PASCUAL, PRESIDENT	65TH INFANTRY AVE., KM 2.5 CORNER OF JUAN PENA REYES		RIO PIEDRAS	PUERTO RICO			Dealer Agreement	\$0.00
Chrysler International Corporation	V.P.H. Motor Corporation		PO BOX 29477		SAN JUAN	PUERTO RICO			Dealer Agreement	\$0.00
			STATE ROAD NO. 2, KM. 156.4 NO 301	FRENTE KMART	MAYAGUEZ	PUERTO RICO				
		ATTN: GERARDO PASCUAL,SECRETARY	PONCE BY-PASS	SALIDA PARA MAYAGUEZ		PUERTO RICO				

ADDENDUM

The executory contracts and unexpired leases identified in Exhibit D are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.⁷

Certain executory dealer agreements have been identified as Designated Agreements to be assumed and assigned. Although most U.S. dealers have entered into standard uniform dealership agreements in the form of the Chrysler Corporation Sales and Service Agreement (the “Sales and Service Agreement”), some dealers are parties to older agreements in the form of the Chrysler Direct Dealer Agreement (each, a “Direct Dealer Agreement”). If a Direct Dealer Agreement is identified as a Designated Agreement in this Exhibit D, then such Direct Dealer Agreement will only be assumed and assigned to the Purchaser if the counterparty to the Direct Dealer Agreement first agrees to modify such Direct Dealer Agreement and restate it in the form of the Sales and Service Agreement (each such modified and restated Direct Dealer Agreement and each Sales and Service Agreement, a “Dealer Agreement”). If the Non-Debtor Counterparty and the Debtors do not so modify and restate such Direct Dealer Agreement in the form of the Sales and Service Agreement, then notwithstanding any other provisions in the Assignment Notice, this notice or in the Bidding Procedures, such Direct Dealer Agreement and its Ancillary Agreements (as defined below) will not be assumed and assigned as set forth herein.

Consistent with the Bidding Procedures, the Designated Agreements are not listed on an agreement-by-agreement basis. The Purchaser is hereby confirming all of the dealership agreements relating to the dealership locations identified on Exhibit D, including, without limitation, all Sales and Service Agreements and Direct Dealer Agreements for any linemake at the identified dealership location (except as described in the preceding paragraph), and any amendments, modifications, supplements, addenda, restatements or exhibits to those agreements, as well as any ancillary agreements and leases related to such Dealer Agreements at the identified dealership locations (collectively, the “Ancillary Agreements”).

The Ancillary Agreements include, without limitation, software license agreements, data exchange and electronic commerce agreements, real property leases, Five Star dealer license agreements, options, sign leases, dealer improvement agreements, market action agreements, letters of intent and term sales agreements, as well as all site control agreements and similar agreements with Chrysler Realty Company LLC. The identified Cure Costs represents the aggregate Cure Costs for all of these agreements.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Agreements with a Non-Debtor Counterparty. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

⁷ Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.